

In re:

LEHMAN BROTHERS HOLDINGS, INC.,  
et al.,  
Debtors.

Chapter 11  
Case No. 08-13555 (JMP)  
(Jointly Administered)

**DECLARATION OF STEFAN ZIEGENHAGEN**

I, Stefan Ziegenhagen, declare under penalty of perjury under the laws of the United States of America that the following is true and correct:

1. I am a Head of Legal affairs for ASPECTA, with an office in Luxembourg. I am familiar with ASPECTA Assurance International Luxembourg S.A.'s ("ASPECTA") claims in the bankruptcy case of Lehman Brothers Holdings, Inc. (the "Debtor"), and the proofs of claim submitted in connection with those claims.

2. I hereby submit this declaration (the "Declaration") in support of ASPECTA's Response in opposition to the Debtor's Ninety-Second Omnibus Objection to Claims (the "Objection"). Except as is set forth below, I have personal knowledge of the matters set forth in this Declaration.

3. On or about September 18, 2009, ASPECTA timely filed with Epiq Bankruptcy Solutions, LLC, the Debtors' claims agent, three proofs of claim (each a "Proof of Claim" and together, the "Proofs of Claim") that are at issue in the Debtor's Objection. Those Proofs of Claim are as follows:

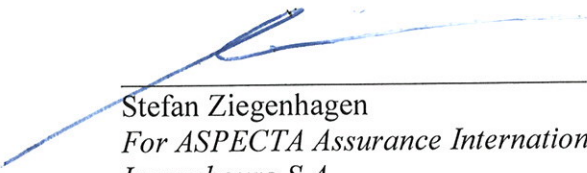
- Claim No. 17590 in the amount of \$2,584,946.00;
- Claim No. 17591 in the amount of \$130,667.60; and
- Claim No. 17592 in the amount of \$6,817,440.00.

4. The Proofs of Claim were filed on the Proof of Claim form approved by the Court in the Bar Date Order. The Proofs of Claim did not provide a blocking number as required by the Bar Date Order.

5. At all times relevant to the Proof of Claim and the Objection, ASPECTA owned and had custody of the Notes underlying the Proofs of Claim. Indeed, ASPECTA held the Notes prior to the Debtor's September 15, 2008 bankruptcy filing and still holds them today. The Notes have never left ASPECTA's custody and control.<sup>1</sup>

6. ASPECTA respectfully requests that on these facts – where the underlying Notes have always been, and continue to be, in ASPECTA's possession – that Court find ASPECTA's inadvertent failure to obtain a blocking number and include it with the Proofs of Claim, be found to constitute harmless error. ASPECTA respectfully requests that the relief sought in the Objection be denied as relates to ASPECTA's Proofs of Claim.

Dated: March 22, 2011



Stefan Ziegenhagen  
*For ASPECTA Assurance International  
Luxembourg S.A.*

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<sup>1</sup> Claim No. 17592, in the amount of \$6,817,440.00 was transferred by ASPECTA to Deutsche Bank AG, and the transfer is noted at Docket Entry No. 14979 (March 14, 2011). However, although the claim, and ASPECTA's beneficial interest in the underlying Note, has been transferred to Deutsche Bank, the Note itself remains in the same account in which it has always been kept.